

STATE OF MICHIGAN
COURT OF APPEALS

RICHARD RAYMOND BENN,

Plaintiff-Appellee,

v

SALLY ELAINE BENN,

Defendant-Appellant.

UNPUBLISHED

April 12, 2007

No. 265480

Jackson Circuit Court

LC No. 05-000334-DO

Before: Smolenski, P.J., and Saad and Wilder, JJ.

PER CURIAM.

Defendant appeals a judgment of divorce. For the reasons set forth in this opinion, we affirm.

Defendant contends that the trial court erred when it ruled on her COBRA¹ premiums and she further claims that the trial court should have awarded her spousal support. When we review a divorce judgment, “[t]he trial court’s factual findings are reviewed for clear error.” *Olson v Olson*, 256 Mich App 619, 629-630; 671 NW2d 64 (2003). As the *Olson* Court further explained:

The findings are presumptively correct, and the burden is on the appellant to show clear error. A finding is clearly erroneous if the appellate court, on all the evidence, is left with a definite and firm conviction that a mistake has been made. If the trial court's findings are not clearly erroneous, this Court must then decide whether the dispositional ruling was fair and equitable in light of the facts. The trial court’s decision regarding alimony must be affirmed unless the appellate court is firmly convinced that it was inequitable. [*Id.* at 629-630 (citations omitted).]

The record reflects that the trial court ordered plaintiff to pay \$8,926.50 to cover one-half of defendant’s COBRA premiums for 36 months. The trial court also ordered plaintiff to pay additional amounts if the premiums increased over the three-year period. Defendant claims error

¹ Consolidated Omnibus Budget Reconciliation Act, 29 USC 1161 *et seq.*

because the trial court characterized this award as part of the property distribution and declined to designate it as spousal support. Defendant has failed to cite any legal authority to support her position that the payment of COBRA premiums is a form of spousal support. We will not search for authority to support a party's position and, therefore, the issue is abandoned. *Goldstone v Bloomfield Twp Pub Library*, 268 Mich App 642, 658; 708 NW2d 740 (2005). Defendant also maintains that, by designating the COBRA payments as part of the property distribution, the trial court erroneously altered the parties' property settlement. On the contrary, the terms of the property division remained the same after the trial court made the award and the trial court did not alter the parties' agreement about who would receive other marital assets. Simply stated, when it made the award, the trial court merely decided an issue that the parties reserved for trial.

Defendant does not challenge the trial court's findings of fact, but complains that the trial court acted inequitably when it ordered her to pay half of her COBRA premiums and when it declined to award her spousal support.² The record reflects that plaintiff earned \$34,000 per year at his job and that defendant could earn a projected salary of \$18,200 per year. The trial court based defendant's projected salary on how much she earned in her last position as a full-time secretary for a county office. Defendant also holds an associates degree and has experience working in law offices. Further, while defendant testified that she has various medical conditions, the trial court concluded from the record that defendant's health problems would not currently interfere with her ability to work.

In addition to various other items of property, defendant received \$278,675 from the parties' bank account and \$10,800 from a timber contract, totaling \$289,475. Furthermore, plaintiff received 123 acres of land valued at \$1,850 per acre, with a total value of \$227,025. Half of the property also contains a significant gravel deposit that could generate additional

² The purpose of spousal support "is to balance the incomes and needs of the parties in a way that will not impoverish either party." *Olson, supra* at 633. Spousal support is to be based on what is "just and reasonable under the circumstances." *Id.* Factors in determining what is "just and reasonable under the circumstances" include:

- (1) the past relations and conduct of the parties, (2) the length of the marriage, (3) the abilities of the parties to work, (4) the source and amount of property awarded to the parties, (5) the parties' ages, (6) the abilities of the parties to pay alimony, (7) the present situation of the parties, (8) the needs of the parties, (9) the parties' health, (10) the prior standard of living of the parties and whether either is responsible for the support of others, (11) contributions of the parties to the joint estate, and (12) general principles of equity. [*Thames v Thames*, 191 Mich App 299, 308; 477 NW2d 496 (1991).]

Defendant correctly notes that the trial court failed to make factual findings on some of the above factors. However, a trial court need only make factual findings on the relevant factors. *Sparks v Sparks*, 440 Mich 141, 159; 485 NW2d 893 (1992). Moreover, a trial court's failure to state its factual findings regarding each relevant factor is not grounds for reversal if we, after reviewing the lower court record, would not have reached a different result. *Lee v Lee*, 191 Mich App 73, 80; 477 NW2d 429 (1991).

income. The trial court did not err when it concluded that these assets have income-producing potential that would offset potential disparities in the parties' incomes. See *Magee v Magee*, 218 Mich App 158, 163; 553 NW2d 363 (1996); *Hanaway v Hanaway*, 208 Mich App 278, 296; 527 NW2d 792 (1995). For these reasons, it was not inequitable for the trial court to order defendant to pay half of her COBRA premiums. Moreover, it was not inequitable for the trial court to deny defendant spousal support, particularly in light of its additional award of at least \$8,926.50 from plaintiff to cover the half of defendant's COBRA premiums.

Affirmed.

/s/ Michael R. Smolenski

/s/ Henry William Saad